

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

In re: )  
**Lary Shane & Amber Nicole Walburn,** ) Case No. 15-42447  
 ) Chapter 13  
Debtor(s). )

CHAPTER 13 PLAN

**PAYMENTS. Debtor is to pay to the Chapter 13 Trustee the sum of the following amounts: (complete one of the following payment options)**

**\$340.00 per month for 60 months.**

In addition, Debtor shall pay to the Trustee, and the plan base shall be increased by the following:

(1) Tax Refund. Debtor shall send any tax refund received during the pendency of the Chapter 13 case to the Trustee; however, Debtor may retain a portion of a tax refund to pay income taxes owed to any taxing authority for the same period as the refund. Debtor may also retain \$1,250 for single filers or \$1,500 for joint filers and refundable tax credits consisting of Earned Income Credit and Additional Child Tax Credit (Line 65 of Form 1040 or Line 39 of Form 1040A), each year. (2) Employee Bonuses. Debtor shall send fifty percent of any employee bonus or other distribution paid or payable to Debtor during the term of the plan. (3) Additional Lump Sums. Debtor shall send additional lump sums(s) consisting of \_\_\_\_\_, if any, to be paid to the Trustee.

**DISBURSEMENTS. Creditors shall be paid in the following order and in the following fashion. Unless stated otherwise, the Chapter 13 Trustee will make the payments to creditors. All disbursements by the Trustee to be made pro-rata by class, except per month disbursements described below. However, if there are funds available after payment of equal monthly payments in paragraph 5 and fees in paragraph 6, those funds shall be distributed again to those same paragraphs until paid in full before distributing to the next highest paragraphs:**

1. Trustee and Court Fees. Pay Trustee a percentage fee as allowed by law and pay filing fees if the Court enters an order providing for filing fees to be paid in the Chapter 13 plan.

2. Executory Contract/Lease Arrearages. Trustee to cure pre-petition arrearage on any executory contract accepted in paragraphs 3(A or B) over the following period, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD
	<b>\$0.00</b>	<b>12 months</b>

3. Pay sub-paragraphs concurrently:

(A) **Post-petition real property lease payments.** Debtor assumes executory contract for real property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
Georgetown Apartments	\$1,220.00	Debtor

(B) **Post-petition personal property lease payments.** Debtor assumes executory contract for personal property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	EST MONTHS REMAINING
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(C) **Continuing Debt Payments (including post-petition mortgage payments on real estate other than Debtor's residence )** Maintain payments of the following continuing debt(s) in accordance with terms of the original contract with any arrearages owed at the time of filing to be cured in paragraph 5(A) below.

CREDITOR NAME	MONTHLY PAYMENT
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(D) **Post-petition mortgage payments on Debtor's residence.** Payments due post-filing on debt(s) secured by lien(s) on Debtor(s) residence to be at the monthly amount listed below (or as adjusted by creditor under terms of loan agreement) to:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
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(E) **DSO Claims in equal installments.** Pay any pre-petition domestic support obligation arrears (not provided for elsewhere in this plan) in full in equal monthly installments over the life of the plan, estimated as:

CREDITOR NAME	TOTAL AMOUNT DUE	INTEREST RATE
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4. **Attorney Fees.** Pay Debtor's attorney **\$1,996.00** in equal monthly payments over **16** months. Any additional fees allowed by the Court shall be paid pursuant to paragraph 6 below. [See procedures manual for limitations on use of this paragraph]

5. Pay sub-paragraphs concurrently:

(A) **Pre-petition arrears on secured claims paid in paragraph 3.** Pay pre-petition arrearage on debts paid under paragraphs 3 (C) or (D) in equal monthly installments over the period set forth below and with the interest rate identified below, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD	INTEREST RATE
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(B) **Secured claims to be paid in full.** The following claims shall be paid in full in equal monthly payments over the period set forth below with **4.75%** interest.

CREDITOR	EST BALANCE DUE	REPAY PERIOD	TOTAL w/ INTEREST
MDOR	\$2,056.67	60 Months	\$2,315.00
Nicholas Financial	\$7,568.00	60 Months	\$8,518.00

(C) **Secured claims subject to modification.** Pay all other secured claims the fair market value of the collateral, as of the date the petition was filed, in equal monthly payments over the period set forth below with **4.75%** interest and with any balance of the debt to be paid as non-priority unsecured debt under paragraph 9 (A), estimated as set forth below:

CREDITOR	BALANCE DUE	FMV REPAY PERIOD	TOTAL w/ INTEREST
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(D) **Co-debtor guaranteed debt paid in equal monthly installments.** The following co-debtor guaranteed claims(s) to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in equal monthly installments over the period set forth below and with interest as identified below.

CREDITOR	EST BALANCE	TRUSTEE/CO-DEBTOR	PERIOD	INTEREST RATE
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(E) Pay any post-petition fees and costs as identified in a notice filed per Federal Rule of Bankruptcy Procedure 3002.1 as a supplement to an allowed claim or any other post-petition fees and costs which the Court allows and orders the Trustee to pay. Any such amounts shall be paid in equal monthly payments over the remainder of the plan duration and shall not receive interest.

6. Pay **\$2,000.00** of debtor's attorney's fees and any additional attorney fees allowed by the Court .

7. Pay sub-paragraphs concurrently:

(A) **Unsecured Co-debtor guaranteed claims.** The following unsecured co-debtor guaranteed debt to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in full with interest rate as identified below.

CREDITOR NAME	EST TOTAL DUE	TRUSTEE/CO-DEBTOR	INTEREST RATE
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(B) **Assigned DSO Claims.** Domestic support obligation arrearages assigned to, or recoverable by, a governmental unit, to be paid a fixed amount with the balance to be owed by the Debtor(s) after completion of the Plan, pursuant to § § 507(a)(1)(B) and 1322(a)(4). Regular payments that become due after filing shall be paid **directly** by Debtor(s).

CREDITOR	TOTAL DUE	TOTAL AMOUNT PAID BY TRUSTEE (100% or lesser dollar amount enumerated here)
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8. **Priority Claims.** Pay the following priority claims allowed under 11U.S.C. section 507 in full, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE
<b>MDOR</b>	<b>\$381.00</b>
<b>MDOR</b>	<b>\$75.00</b>
<b>St. Louis Co. Coll of Rev</b>	<b>\$395.00</b>
<b>St. Louis Co. Coll of Rev</b>	<b>\$56.00</b>

9. Pay the following sub-paragraphs concurrently:

(A) **General Unsecured Claims**. Pay non-priority, unsecured creditors. Estimated total owed: **\$64,772.29**. Amount required to be paid to non-priority unsecured creditors as determined by 1325(a)(4) hypothetical Chapter 7 liquidation calculation: **\$0.00**. Amount required to be paid to non-priority unsecured creditors as determined by 1325(b) calculation: **\$0.00**. Debtor guarantees a minimum of **\$0.00** (Dollar amount or 100%) will be paid to non-priority unsecured creditors.

(B) **Surrender of Collateral**. Debtor proposes to surrender the following collateral to the following creditor(s) with any deficiency paid as non-priority unsecured debt:

CREDITOR	COLLATERAL
Tower Loan	Lawn Mower, TV, Drumset, Camera, Desktop, TV, X-Box, Video Games, Nintendo

(C) **Rejected Executory Contracts/Leases**. Debtor rejects the following executory contract(s) with the following creditor(s). Any balance to be paid as non-priority unsecured debt.:

CREDITOR	CONTRACT/LEASE
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10. Other:

(A) Upon confirmation of this plan and after the expiration of the claims bar date, the debtor may limit future notice of matters in this case to parties affected by the relief sought and parties who file claims or notice requests or entries of appearance with the clerk of court.

11. All secured creditors shall retain the liens securing their claims until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge under section 1328. However, the Debtor will request avoidance of non-purchase money liens secured by consumer goods as well as judicial liens which impair exemptions and said creditors will not retain their liens if the Court enters an order granting the Debtor's request to avoid the liens.

12. Any pledged credit union shares or certificates of deposit held by any bank shall be applied to the amount owed such Claimant.

13. Title to Debtor's property to re-vest in Debtor upon confirmation. Debtor is not to incur further credit or debt without the consent of the Court unless necessary for the protection of life, health or property and consent cannot be obtained readily. Within fourteen days of filing federal and state income tax returns, Debtor shall provide a copy of each return to the Chapter 13 Trustee..

14. Any post-petition claims filed and allowed under 11 U.S.C. Section 1305 may be paid through the plan.

CREDITOR'S NOTICE: YOU MUST FILE A CLAIM IN ORDER TO PARTICIPATE IN DISBURSEMENTS PROPOSED HEREIN. CLAIMS SHALL SHARE ONLY IN FUNDS DISBURSED AFTER THE CHAPTER 13 TRUSTEE RECEIVES THE CLAIM. IN COMPLIANCE WITH ORDER OF THE COURT, ABSENT A SPECIFIC ORDER OF THE COURT TO THE CONTRARY, THE CHAPTER 13 TRUSTEE, RATHER THAN THE DEBTOR, WILL MAKE ALL PRE-CONFIRMATION DISBURSEMENTS PURSUANT TO SECTION 1326(a). ALL CREDITORS ENTITLED TO PRE-CONFIRMATION DISBURSEMENTS, INCLUDING LEASE CREDITORS, MUST FILE A PROOF OF CLAIM TO BE ENTITLED TO RECEIVE SUCH PAYMENTS FROM THE CHAPTER 13 TRUSTEE. PURSUANT TO LOCAL RULE, THE PROOF OF CLAIM SHALL CONTROL THE VALUATION OF COLLATERAL AND ANY VALUATION STATED IN THE PLAN SHALL NOT BE BINDING ON THE CREDITOR. THE TRUSTEE, IN HIS SOLE DISCRETION, MAY DETERMINE TO RESERVE FUNDS FOR PAYMENT TO ANY CREDITOR SECURED BY A MORTGAGE ON REAL ESTATE PENDING FILING OF A CLAIM.

DATE: April 2, 2015

DEBTOR: /s/ Lary Shane Walburn  
**Lary Shane Walburn**

DATE: April 2, 2015

DEBTOR: /s/ Amber Nicole Walburn  
**Amber Nicole Walburn**

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

In re:	)	
	)	
Lary Shane Walburn	)	Case No. 15-42447
Amber Nicole Walburn,	)	Chapter 13
	)	
Debtors.	)	
	)	
	)	

CERTIFICATE OF SERVICE

I certify that the Debtors' Chapter 13 Plan was served electronically to John V. LaBarge, Chapter 13 Trustee, PO Box 430908, St. Louis, MO 63143 and mailed via first class, postage pre-paid mail to all creditors on attached matrix this 2<sup>nd</sup> day of April 2015.

/s/ **Teresa Gubin**  
Teresa Gubin, Legal Assistant  
The Bankruptcy Company

Ameren Missouri  
c/o National Recovery Agency  
2491 Paxton St.  
Harrisburg, PA 17111

AT&T  
c/o Enhanced Recovery Corporation  
PO Box 57547  
Jacksonville, FL 32241

Ballas Anesthesia Inc.  
c/o National Healthcare Coll  
700 Spirit of St. Louis Blvd., #B  
Chesterfield, MO 63005

Bellevue Radiology Inc.  
c/o Consumer Collection  
Management  
2333 Grissom Dr.  
Saint Louis, MO 63146

Brentwood Pediatrics, PCd  
1600 S. Brentwood, Ste. 100  
Saint Louis, MO 63144

Collector of Revenue  
Saint Louis County  
41 S Central Ave  
Saint Louis, MO 63105-1799

Consumer Portfolio Services  
PO box 57071  
Irvine, CA 92619

Equifax Credit Information Services  
PO Box 740241  
Atlanta, GA 30374

Experian  
PO Box 2002  
Allen, TX 75013-2002

GM Financial  
PO Box 181145  
Arlington, TX 76096-1145

Internal Revenue Service  
PO Box 7346  
Philadelphia, PA 19101-7346

Jefferson Regional Medical Center  
c/o Consumer Collection  
Management  
2333 Grissom Dr.  
Saint Louis, MO 63146

Mercy Hospital Jefferson  
c/o Consumer Collection  
Management Inc.  
PO Box 1839  
Maryland Heights, MO 63043

Missouri Baptist Medical Center  
c/o Firstsource Advantage  
7650 Magna Dr.  
Belleville, IL 62223

Missouri Department of Revenue  
Bankruptcy Department  
PO Box 475  
301 West High Street  
Jefferson City, MO 65105

Nicholas Financial  
2454 McMullen Booth Bldg C-501  
Clearwater, FL 33759

Pemiscot Memorial Hospital  
c/o Credit Bureau Services  
2147 William St.  
Cape Girardeau, MO 63703

Per Se Technologies  
c/o Consumer Adjustment Co  
12855 Tesson Ferry Rd.  
Saint Louis, MO 63128  
SSM Urgent Care Brentwood  
PO Box 503945  
Saint Louis, MO 63150

Phelps County Regional Medical  
Center  
c/o John W. Housley  
901 St. Louis Street, 20th Floor  
Springfield, MO 65806

Sound Health Services  
c/o Account Resolution Corporation  
700 Goddard Ave.  
Chesterfield, MO 63005  
St. John's Mercy Medical Center-  
Reg  
c/o Firstsource Advantage  
7650 Magna Dr.  
Belleville, IL 62223

St. Louis Cardiology Center PC  
c/o Account Resolution Corporation  
700 Goddard Ave.  
Chesterfield, MO 63005

St. John's Mercy Hospital  
c/o Rickman & Rickman  
PO Box 212269  
Columbia, SC 29221

Tower Loan of Missouri Inc.  
PO Box 488  
De Soto, MO 63020

Town and Country Perinatology  
c/o Account Resolution Corporation  
700 Goddard Ave.  
Chesterfield, MO 63005

St. Louis Children's Hospital  
PO Box 956190  
Saint Louis, MO 63195-6190

Transunion  
PO Box 2000  
Crum Lynne, PA 19022-2000

United Consumer Financial Services  
865 Bassett  
Westlake, OH 44145

Washington County Memorial  
Hospital  
c/o John W. Housley  
901 St. Louis Street, 20th Floor  
Springfield, MO 65806